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Attorneys for Plaintiff NATIONAL INTERSTATE  
INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

NATIONAL INTERSTATE  
INSURANCE COMPANY, an Ohio  
corporation,

Plaintiff,

v.

MIKE TAMANA FREIGHT LINES,  
LLC, a California limited liability  
company; AMANJOT TAMANA, an  
individual; RUPINDER TAMANA, an  
individual; and DOES 1 through 20,  
inclusive,

Defendants.

Case No.

**COMPLAINT FOR  
DECLARATORY RELIEF TO  
ENFORCE SETTLEMENT  
AGREEMENT PURSUANT TO  
CALIFORNIA CODE OF CIVIL  
PROCEDURE SECTION 664.6**

Plaintiff NATIONAL INTERSTATE INSURANCE COMPANY  
("Plaintiff") alleges as follows:

**PARTIES**

1. Plaintiff NATIONAL INTERSTATE INSURANCE COMPANY is  
and was at all times relevant herein a corporation duly organized and existing under  
the laws of the state of Ohio.

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1           2. Defendant MIKE TAMANA FREIGHT LINES, LLC (“Tamana  
2 Freight”) is and was at all times herein a limited liability company duly organized  
3 and existing under the laws of the state of California.

4           3. Plaintiff is informed and believes, and thereon alleges, that at all times  
5 relevant herein Defendant AMANJOT TAMANA was a citizen of the state of  
6 California and a member-owner of Defendant Tamana Freight.

7           4. Plaintiff is informed and believes, and thereon alleges, that at all times  
8 relevant herein Defendant RUPINDER TAMANA was a citizen of the state of  
9 California a member-owner of Defendant Tamana Freight.

10          5. Plaintiff is unaware of the true names and capacities of DOES 1 through  
11 20, inclusive, and accordingly, sues said defendants by such fictitious names.  
12 Plaintiff is informed and believes, and thereon alleges, that each of said defendants  
13 is, in some fashion, responsible for the activities and actions herein alleged. When  
14 the true names and capacities of such fictitiously named defendants are ascertained,  
15 Plaintiff will amend this Complaint to allege the same.

16          6. Plaintiff is informed and believes, and thereon alleges, that at all times  
17 herein mentioned, Defendants, and each of them, were acting as agents, servants,  
18 employees, partners and/or principals of each other and, in committing the acts and  
19 omissions alleged hereinafter, were acting within the course and scope of their duty  
20 and authority with the permission, knowledge, consent, and ratification of each of  
21 the remaining defendants.

22                                   **JURISDICTION AND VENUE**

23          7. This Court has jurisdiction over the subject matter in this action  
24 pursuant to 28 U.S.C. § 1332 inasmuch as it is a civil action between citizens of  
25 different states and the amount in controversy exceeds \$75,000, exclusive of  
26 interests and costs.

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1           8. This Court also has jurisdiction through *Federal Rule of Civil*  
2 *Procedure* 41(a) and *California Code of Civil Procedure* Section 664.6 as stipulated  
3 in the Settlement Agreement and Release (“Settlement Agreement”) entered into on  
4 April 13, 2022 between Plaintiff and Defendants TAMANA FREIGHT, AMANJOT  
5 TAMANA, RUPINDER TAMANA, and DOES 1 through 20 (“Defendants”;  
6 Plaintiff and Defendants are collectively referred to herein as “the Parties”) to  
7 resolve Plaintiff’s previously filed Complaint assigned case number 1:20-cv-01829-  
8 NONE-SAB (the “Complaint”). In the Settlement Agreement the Parties stipulated  
9 that the United States District Court, Eastern District of California, shall retain  
10 jurisdiction over the settlement in order to supervise, interpret, and enforce the terms  
11 and conditions of the Settlement Agreement and release between the Parties. (A true  
12 and correct copy of the Settlement Agreement is attached hereto as Exhibit A.). On  
13 May 13, 2022, a Stipulation for Dismissal signed by all parties who had appeared in  
14 the action surrounding Plaintiff’s Complaint was filed with the Court. This  
15 Stipulation for Dismissal referenced the Settlement Agreement. On May 16, 2022,  
16 the Court ordered the Clerk enter the Parties’ Stipulation of Dismissal and to  
17 “CLOSE the file in this case and adjust the docket to reflect voluntary dismissal of  
18 [the Complaint] pursuant to Rule 41(a).” Plaintiff’s Complaint was dismissed with  
19 prejudice. Pursuant to the stipulations contained in the Settlement Agreement, the  
20 Court’s reference to the Stipulation for Dismissal filed, and the Court’s Order for  
21 Dismissal with Prejudice, this Court has retained jurisdiction to enforce the  
22 Settlement Agreement existing between the Parties.

23           9. Venue is proper in this Court because the Parties stipulated in the  
24 Settlement Agreement that the United States District Court, Eastern District of  
25 California, shall be the appropriate venue should a new action to enforce the terms  
26 of the Settlement Agreement arise.

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**FACTUAL BACKGROUND**

10. Plaintiff is a specialty property and casualty insurance company that provides insurance for customers in the commercial trucking industry.

11. Defendant Tamana Freight is a freight shipping and trucking company that provides transportation of freight and cargo throughout the United States. Defendant Tamana Freight is an authorized for hire motor carrier that maintains interstate operating authority with the U.S. Department of Transportation.

12. On December 29, 2020, Plaintiff filed a Complaint against Defendants TAMANA FREIGHT, AMANJOT TAMANA, RUPINDER TAMANA, and DOES 1 through 20 (collectively “Defendants”). Plaintiff’s Complaint was assigned case number 1:20-cv-01829-NONE-SAB (the “Complaint”).

13. On or about April 13, 2022, the Complaint was resolved by way of a Settlement Agreement and Release (“Settlement Agreement”). The Defendants were to pay Plaintiff Four Hundred Eighty Thousand One Hundred Fifty-Seven Dollars and Five Cents (\$480,157.05) in the following installments:

- a. Five Thousand Dollars (\$5,000.00) within fourteen (14) days of execution of the Settlement Agreement, followed by,
- b. One Thousand Five Hundred Dollars (\$1,500.00) per week for fifty-two (52) weeks, with the first payment due the first Friday that was at least twenty-one (21) days after execution of the Settlement Agreement, followed by,
- c. Two Thousand Three Hundred Dollars (\$2,300.00) per week for fifty-two weeks, followed by,
- d. A final balloon payment of the balance of the outstanding amount due, which shall be made by Defendants on the second anniversary of the first weekly payment made.

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1           14. In the Settlement Agreement the Parties stipulated that the United  
2 States District Court, Eastern District of California, shall retain jurisdiction over the  
3 settlement in order to supervise, interpret, and enforce the terms and conditions of  
4 the settlement agreement and release between the Parties.

5           15. On May 13, 2022, a Stipulation for Dismissal signed by all parties who  
6 had appeared in the action surrounding Plaintiff's Complaint which referenced the  
7 Settlement Agreement was filed with the Court.

8           16. On May 16, 2022, the Court ordered the Clerk enter the Parties'  
9 Stipulation of Dismissal and to "CLOSE the file in this case and adjust the docket to  
10 reflect voluntary dismissal of [the Complaint] pursuant to Rule 41(a)." Plaintiff's  
11 Complaint was dismissed with prejudice.

12           17. Defendants made payments required by the Settlement Agreement  
13 between April 13, 2022, and before March 28, 2024.

14           18. On or about March 28, 2024, Defendant made their forty-first (41<sup>st</sup>)  
15 weekly payment of Two Thousand Three Hundred Dollars (\$2,300.00) to Plaintiff.

16           19. The payments made by Defendants between April 13, 2022, and March  
17 28, 2024, total One Hundred Seventy-Eight Thousand Eight Hundred dollars  
18 (\$178,800.00).

19           20. Defendants ceased making payments required by the Settlement  
20 Agreement after their March 28, 2024, payment.

21           21. Defendants have not responded to Plaintiff's request that they continue  
22 with their payments under the Settlement Agreement and have made no additional  
23 payments on the outstanding balance.

24           22. Despite Plaintiff's attempts to encourage Defendants to continue their  
25 payments required under the Settlement Agreement, Defendants have made no  
26 further payments on the balance owed to Plaintiffs.

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23. The total balance owed by Defendants as of May 3, 2024, is Three Hundred Thirteen Thousand Four Hundred Forty-Two Dollars and Seventy-Eight Cents (\$313,442.78). This amount includes Twelve Thousand Eighty-Five Dollars and Seventy-Three Cents (\$12,085.73) of new deductible activity incurred by Plaintiff.

**FIRST CAUSE OF ACTION**

**(For Declaratory Relief against All Defendants)**

24. Plaintiff realleges and incorporates by reference Paragraphs 1 through 23, inclusive, as if the same were fully set herein.

25. An actual controversy exists as between Plaintiffs and Defendants regarding Defendants' duty to pay monies to Plaintiff as required by the Settlement Agreement.

26. By the terms of the Settlement Agreement, Defendants were to pay Plaintiff Four Hundred Eighty Thousand One Hundred Fifty-Seven Dollars and Five Cents (\$480,157.05).

27. Between April 13, 2022, and March 28, 2024, Defendants' made payments totaling One Hundred Seventy-Eight Thousand Eight Hundred dollars (\$178,800.00)

28. The total balance remaining owed by Defendants to Plaintiff as of May 3, 2024, is Three Hundred Thirteen Thousand Four Hundred Forty-Two dollars and Seventy-Eight cents (\$313,442.78).

29. This Court has the authority to declare the rights of Plaintiff under the Settlement Agreement pursuant to 28 U.S.C. § 2201(a) (the Declaratory Judgment Act) for the amount remaining owed under the Settlement Agreement totaling Three Hundred Thirteen Thousand Four Hundred Forty-Two dollars and Seventy-Eight cents (\$313,442.78) plus interest at the maximum legal rate and costs incurred herein.

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30. Declaratory Relief by this Court is necessary to enforce the terms and conditions of the Settlement Agreement and release between the Parties. In addition to *Federal Rule of Civil Procedure* 41(a), *California Code of Civil Procedure* § 664.6, a substantive law stipulated to by the Parties as binding in the Settlement Agreement, confers on this Court the power to enter judgment pursuant to the terms of the Settlement Agreement. This Court can issue the Declaratory Relief sought by Plaintiff.

31. Paragraph 11 of the Settlement Agreement provides for the recovery of attorney's fees and costs incurred by Plaintiff in connection with the enforcement of the Settlement Agreement. Plaintiff has incurred and will continue to incur attorney's fees and costs to enforce its rights under the Settlement Agreement. Pursuant to Paragraph 11 of the Settlement Agreement, Plaintiff seeks recovery of attorneys' fees and costs incurred herein.


**PRAYER FOR RELIEF**

WHEREFORE Plaintiff prays for a judgment against Defendants, as follows:

1. For Declaratory Relief
2. For general damages not less than \$313,442.78.
3. For special damages not less than \$313,442.78.
4. For costs of suit incurred herein.
5. For attorney's fees incurred herein.
6. For such other and further relief as the Court may deem proper.

Dated: June 3, 2024

CLARK HILL LLP

By:   
Bradford G. Hughes  
Matthew M. Spolsky  
Attorneys for Plaintiff NATIONAL  
INTERSTATE INSURANCE COMPANY